



DAVID E. JANSSEN
Chief Administrative Officer

County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101

July 31, 2001

Board of Supervisors

GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

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MICHAEL D. ANTONOVICH
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**EXTENSION OF COMPENSATION, EMPLOYEE BENEFITS, AND
ACTUARIAL CONSULTING AGREEMENTS
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve a one year extension of existing compensation, employee benefits, and actuarial consulting ~~services~~ agreements with Buck Consultants; Fox Lawson and Associates LLC; Garner Consulting; KH Consulting Group; Watson Wyatt and Company; William M. Mercer, Incorporated; and Milliman USA, Incorporated (formerly known as Milliman & Robertson, Incorporated); and instruct the Chief Administrative Officer to execute the attached contract amendments effectuating such one year extension and related technical changes.

PURPOSE OF RECOMMENDED ACTION

In 1998, your Board approved three year contracts with eight separate compensation, employee benefits, and actuarial consulting firms. These firms represent a panel of consultants available to provide technical assistance to the Chief Administrative Office and Department of Human Resources on a wide range of salary and employee benefit issues. Each agreement provides for an expiration date of September 1, 2001 unless an extension is mutually agreed to by the parties and approved by your Board. In the case of seven of these firms, a one year extension has been agreed to and, therefore, the purpose of this recommendation is to obtain Board approval of the extensions.



JUSTIFICATION

The assistance provided by these consultants continues to be critical to the capability of the Chief Administrative Office and the Department of Human Resources to advise your Board on a variety of salary and employee benefit issues. These consultants provide valuable technical expertise not otherwise available within the County. Such expertise includes, for example, actuarial services in the pension and group insurance areas. In most instances, the input received from these consultants impacts issues or programs subject to the collective bargaining process where significant County exposure may be involved.

FISCAL IMPACT

The proposed extensions of the existing consulting agreements will generate costs only to the extent work is assigned to panel members by the Chief Administrative Office or the Department of Human Resources.

FINANCING

The 2001-02 budget includes the necessary funding for the current fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Board approved agreements with these consulting firms provide for compensation on an hourly time and expense basis. They also permit contract extensions for up to two years subject to mutual agreement and Board approval. We are recommending and each consultant has agreed to a one year extension with the understanding there will be no change in hourly rates or other economic terms or conditions in these contracts. Otherwise, the parties have agreed to amend the current agreements, as necessary, to bring them current with Board policy relating to various non-economic standard terms and conditions.

In the case of one firm, it will be necessary to change the name of the contractor designated in the current agreement. Milliman & Robertson, Incorporated has changed its name to Milliman USA, Incorporated. Otherwise, it is the same entity.

The current panel of consultants also includes a contract with a firm known as Skopos Consulting. No extension of this contract is being recommended. Skopos Consulting is no longer in the compensation consulting business in the Los Angeles area and has

Honorable Board of Supervisors

July 31, 2001

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effectively transferred that portion of its client load to a new firm. Given the circumstances, we do not feel a contract extension is warranted.

Our need for this type of consulting expertise will be ongoing. During the course of the next year, we will plan to re-bid these contracts and return to your Board with appropriate recommendations.

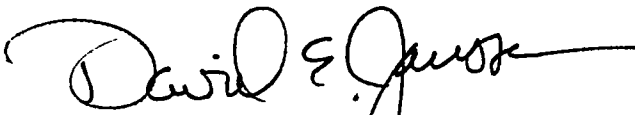
The attached contract amendments have been approved as to form by the County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The use of these consultants is essential to effectively managing the County's compensation programs. This proposal is conducive to both fiscal responsibility and organizational effectiveness and is directly supportive of the County's Strategic Plan.

The Director of Personnel is a joint user of this consultant panel and he supports these recommendations.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:PHS

WL:pb

Attachments (7)

c: County Counsel
Director of Personnel

AMENDMENT NO. 1

AGREEMENT FOR CONSULTANT SERVICES

This Amendment is entered into on _____ between the County of Los Angeles ("COUNTY") and Buck Consultants ("CONSULTANT") to amend the Agreement between the parties dated September 1, 1998 as follows:

1. Section 1 of the Agreement, "Term," is amended to read as follows:

1. **TERM**

This Agreement shall commence on the later of September 1, 1998 or the date the Agreement is executed by the parties and shall continue in full force and effect for four years; provided, however, that the Agreement may be extended for one additional year subject to mutual agreement between the parties and approval by said Los Angeles County Board of Supervisors.

2. A new Section 36 entitled "LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES" is added to the Agreement to read as follows:

36. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES**

CONSULTANT shall obtain and maintain in effect during the term of this Agreement any licenses, permits, registrations, accreditations, and certificates required by any federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to CONSULTANT's services under this Agreement. CONSULTANT further warrants and represents that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are

applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to COUNTY's Contract Manager.

3. A new Section 37 entitled "CONSULTANT RESPONSIBILITY AND DEBARMENT" is added to the Agreement to read as follows:

37. CONSULTANT RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.

B. CONSULTANT is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONSULTANT on this or other contracts which indicates that CONSULTANT is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar CONSULTANT from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts CONSULTANT may have with COUNTY.

C. COUNTY may debar CONSULTANT if COUNTY's Board of Supervisors finds, in its discretion, that CONSULTANT has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on CONSULTANT's quality, fitness or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same,

(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

D. If there is evidence that CONSULTANT may be subject to debarment, COUNTY's Chief Information Office and/or COUNTY's Internal Services Department will notify CONSULTANT in writing of the evidence which is the basis for the proposed debarment and will advise CONSULTANT of the scheduled date for a debarment hearing before COUNTY's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONSULTANT and/or CONSULTANT's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONSULTANT should be debarred, and if so, the appropriate length of time of the debarment. If CONSULTANT fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONSULTANT may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to COUNTY's Board of Supervisors. COUNTY's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any and all subcontractors of COUNTY contractors.

4. A new Section 38 entitled "NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT" is added to the Agreement to read as follows:

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONSULTANT shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

5. A new Section 39 entitled "CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT" is added to the Agreement to read as follows:

39. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A's Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

6. A new Section 40 entitled "TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" is added to the Agreement to read as follows:

40. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONSULTANT to maintain compliance with the requirements set forth in Section 35 (CONSULTANT's Warranty of Adherence to COUNTY's Child Support Compliance Program) shall constitute a default by CONSULTANT under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which COUNTY's Board of Supervisors may terminate this Agreement pursuant to Section 22 B (Termination for Default).

7. A new Section 41 entitled "COMPLIANCE WITH CIVIL RIGHTS LAWS" is added to the Agreement to read as follows:

41. **COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby represents and warrants that no persons shall, on the grounds of race, creed, color, religion, ancestry, national origin, political affiliation, marital status, sex, age or disability, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

8. A new Section 42 entitled "CONFIDENTIALITY" is added to the Agreement to read as follows:

42. **CONFIDENTIALITY**

A. Notwithstanding any provision to the contrary, CONTRACTOR acknowledges and agrees that the following materials, documents, data, and other information are deemed to be privileged, proprietary, and/or confidential:

- 1) Workers' Compensation records;
- 2) Medical records;
- 3) Employment records;
- 4) Criminal records;
- 5) Welfare recipient records;
- 6) Data and/or information pertaining to entities and/or persons receiving services from the COUNTY; and
- 7) Any and all reports developed by CONTRACTOR and/or its Subcontractor(s) under this Agreement (collectively, "Confidential Material"). CONTRACTOR shall protect the security of and keep confidential any and all Confidential Material.

B. In accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to confidentiality, CONTRACTOR shall ensure that its agent(s), representative(s), employee(s), and/or Subcontractor(s) do not disseminate any Confidential Material.

C. With respect to Confidential Material concerning any child dependency matter that is obtained by CONTRACTOR, CONTRACTOR shall: (1) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such

information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than COUNTY without COUNTY's prior written authorization that the information is releasable (except for Subcontractors); and (4) at the expiration or termination of this Agreement, return all such information to COUNTY or maintain such information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose.

D. CONTRACTOR warrants and represents that only those CONTRACTOR and/or Subcontractor personnel required to perform the Services shall have access to COUNTY Confidential Materials.

E. The provisions of this Section 42 shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF the COUNTY and CONSULTANT have caused this amendment to be executed by its duly authorized officer(s) as of the date first above written.

COUNTY OF LOS ANGELES

BUCK CONSULTANTS

By _____

DAVID E. JANSSEN
Chief Administrative Officer

By _____

Buck Consultants represents and warrants that the signatory to the Agreement is fully authorized to obligate Buck Consultants hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer and Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

7/19/01
contrbuck3.a

AMENDMENT NO. 1

AGREEMENT FOR CONSULTANT SERVICES

This Amendment is entered into on _____ between the County of Los Angeles ("COUNTY") and Fox Lawson & Associates LLC ("CONSULTANT") to amend the Agreement between the parties dated September 1, 1998 as follows:

1. Section 1 of the Agreement, "Term," is amended to read as follows:

1. **TERM**

This Agreement shall commence on the later of September 1, 1998 or the date the Agreement is executed by the parties and shall continue in full force and effect for four years; provided, however, that the Agreement may be extended for one additional year subject to mutual agreement between the parties and approval by said Los Angeles County Board of Supervisors.

2. A new Section 36 entitled "LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES" is added to the Agreement to read as follows:

36. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES**

CONSULTANT shall obtain and maintain in effect during the term of this Agreement any licenses, permits, registrations, accreditations, and certificates required by any federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to CONSULTANT's services under this Agreement. CONSULTANT further warrants and represents that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are

applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to COUNTY's Contract Manager.

3. A new Section 37 entitled "CONSULTANT RESPONSIBILITY AND DEBARMENT" is added to the Agreement to read as follows:

37. CONSULTANT RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.

B. CONSULTANT is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONSULTANT on this or other contracts which indicates that CONSULTANT is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar CONSULTANT from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts CONSULTANT may have with COUNTY.

C. COUNTY may debar CONSULTANT if COUNTY's Board of Supervisors finds, in its discretion, that CONSULTANT has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on CONSULTANT's quality, fitness or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same,

(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

D. If there is evidence that CONSULTANT may be subject to debarment, COUNTY's Chief Information Office and/or COUNTY's Internal Services Department will notify CONSULTANT in writing of the evidence which is the basis for the proposed debarment and will advise CONSULTANT of the scheduled date for a debarment hearing before COUNTY's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONSULTANT and/or CONSULTANT's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONSULTANT should be debarred, and if so, the appropriate length of time of the debarment. If CONSULTANT fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONSULTANT may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to COUNTY's Board of Supervisors. COUNTY's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any and all subcontractors of COUNTY contractors.

4. A new Section 38 entitled "NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT" is added to the Agreement to read as follows:

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONSULTANT shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

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40. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONSULTANT to maintain compliance with the requirements set forth in Section 35 (CONSULTANT's Warranty of Adherence to COUNTY's Child Support Compliance Program) shall constitute a default by CONSULTANT under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which COUNTY's Board of Supervisors may terminate this Agreement pursuant to Section 22 B (Termination for Default).

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- 7) Any and all reports developed by CONTRACTOR and/or its Subcontractor(s) under this Agreement (collectively, "Confidential Material"). CONTRACTOR shall protect the security of and keep confidential any and all Confidential Material.

B. In accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to confidentiality, CONTRACTOR shall ensure that its agent(s), representative(s), employee(s), and/or Subcontractor(s) do not disseminate any Confidential Material.

C. With respect to Confidential Material concerning any child dependency matter that is obtained by CONTRACTOR, CONTRACTOR shall: (1) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such

information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than COUNTY without COUNTY's prior written authorization that the information is releasable (except for Subcontractors); and (4) at the expiration or termination of this Agreement, return all such information to COUNTY or maintain such information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose.

D. CONTRACTOR warrants and represents that only those CONTRACTOR and/or Subcontractor personnel required to perform the Services shall have access to COUNTY Confidential Materials.

E. The provisions of this Section 42 shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF the COUNTY and CONSULTANT have caused this amendment to be executed by its duly authorized officer(s) as of the date first above written.

COUNTY OF LOS ANGELES

FOX LAWSON & ASSOCIATES

By _____

DAVID E. JANSSEN
Chief Administrative Officer

By _____

Fox Lawson & Associates represents and warrants that the signatory to the Agreement is fully authorized to obligate Fox Lawson & Associates hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer and Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

7/19/01
contrfoxlawson3.a

AMENDMENT NO. 1

AGREEMENT FOR CONSULTANT SERVICES

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F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to COUNTY's Board of Supervisors. COUNTY's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any and all subcontractors of COUNTY contractors.

4. A new Section 38 entitled "NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT" is added to the Agreement to read as follows:

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- 7) Any and all reports developed by CONTRACTOR and/or its Subcontractor(s) under this Agreement (collectively, "Confidential Material"). CONTRACTOR shall protect the security of and keep confidential any and all Confidential Material.

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C. With respect to Confidential Material concerning any child dependency matter that is obtained by CONTRACTOR, CONTRACTOR shall: (1) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such

information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than COUNTY without COUNTY's prior written authorization that the information is releasable (except for Subcontractors); and (4) at the expiration or termination of this Agreement, return all such information to COUNTY or maintain such information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose.

D. CONTRACTOR warrants and represents that only those CONTRACTOR and/or Subcontractor personnel required to perform the Services shall have access to COUNTY Confidential Materials.

E. The provisions of this Section 42 shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF the COUNTY and CONSULTANT have caused this amendment to be executed by its duly authorized officer(s) as of the date first above written.

COUNTY OF LOS ANGELES

GARNER CONSULTING

By _____

DAVID E. JANSSEN
Chief Administrative Officer

By _____

Garner Consulting represents and warrants that the signatory to the Agreement is fully authorized to obligate Garner Consulting hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer and Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

7/19/01
contrgarner3.a

AMENDMENT NO. 1

AGREEMENT FOR CONSULTANT SERVICES

This Amendment is entered into on _____ between the County of Los Angeles ("COUNTY") and KH Consulting Group ("CONSULTANT") to amend the Agreement between the parties dated September 1, 1998 as follows:

1. Section 1 of the Agreement, "Term," is amended to read as follows:

1. **TERM**

This Agreement shall commence on the later of September 1, 1998 or the date the Agreement is executed by the parties and shall continue in full force and effect for four years; provided, however, that the Agreement may be extended for one additional year subject to mutual agreement between the parties and approval by said Los Angeles County Board of Supervisors.

2. A new Section 36 entitled "LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES" is added to the Agreement to read as follows:

36. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES**

CONSULTANT shall obtain and maintain in effect during the term of this Agreement any licenses, permits, registrations, accreditations, and certificates required by any federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to CONSULTANT's services under this Agreement. CONSULTANT further warrants and represents that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are

applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to COUNTY's Contract Manager.

3. A new Section 37 entitled "CONSULTANT RESPONSIBILITY AND DEBARMENT" is added to the Agreement to read as follows:

37. CONSULTANT RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.

B. CONSULTANT is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONSULTANT on this or other contracts which indicates that CONSULTANT is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar CONSULTANT from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts CONSULTANT may have with COUNTY.

C. COUNTY may debar CONSULTANT if COUNTY's Board of Supervisors finds, in its discretion, that CONSULTANT has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on CONSULTANT's quality, fitness or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same,

(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

D. If there is evidence that CONSULTANT may be subject to debarment, COUNTY's Chief Information Office and/or COUNTY's Internal Services Department will notify CONSULTANT in writing of the evidence which is the basis for the proposed debarment and will advise CONSULTANT of the scheduled date for a debarment hearing before COUNTY's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONSULTANT and/or CONSULTANT's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONSULTANT should be debarred, and if so, the appropriate length of time of the debarment. If CONSULTANT fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONSULTANT may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to COUNTY's Board of Supervisors. COUNTY's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any and all subcontractors of COUNTY contractors.

4. A new Section 38 entitled "NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT" is added to the Agreement to read as follows:

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONSULTANT shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

5. A new Section 39 entitled "CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT" is added to the Agreement to read as follows:

39. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A's Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

6. A new Section 40 entitled "TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" is added to the Agreement to read as follows:

40. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONSULTANT to maintain compliance with the requirements set forth in Section 35 (CONSULTANT's Warranty of Adherence to COUNTY's Child Support Compliance Program) shall constitute a default by CONSULTANT under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which COUNTY's Board of Supervisors may terminate this Agreement pursuant to Section 22 B (Termination for Default).

7. A new Section 41 entitled "COMPLIANCE WITH CIVIL RIGHTS LAWS" is added to the Agreement to read as follows:

41. **COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby represents and warrants that no persons shall, on the grounds of race, creed, color, religion, ancestry, national origin, political affiliation, marital status, sex, age or disability, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

8. A new Section 42 entitled "CONFIDENTIALITY" is added to the Agreement to read as follows:

42. **CONFIDENTIALITY**

A. Notwithstanding any provision to the contrary, CONTRACTOR acknowledges and agrees that the following materials, documents, data, and other information are deemed to be privileged, proprietary, and/or confidential:

- 1) Workers' Compensation records;
- 2) Medical records;
- 3) Employment records;
- 4) Criminal records;
- 5) Welfare recipient records;
- 6) Data and/or information pertaining to entities and/or persons receiving services from the COUNTY; and
- 7) Any and all reports developed by CONTRACTOR and/or its Subcontractor(s) under this Agreement (collectively, "Confidential Material"). CONTRACTOR shall protect the security of and keep confidential any and all Confidential Material.

B. In accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to confidentiality, CONTRACTOR shall ensure that its agent(s), representative(s), employee(s), and/or Subcontractor(s) do not disseminate any Confidential Material.

C. With respect to Confidential Material concerning any child dependency matter that is obtained by CONTRACTOR, CONTRACTOR shall: (1) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such

information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than COUNTY without COUNTY's prior written authorization that the information is releasable (except for Subcontractors); and (4) at the expiration or termination of this Agreement, return all such information to COUNTY or maintain such information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose.

D. CONTRACTOR warrants and represents that only those CONTRACTOR and/or Subcontractor personnel required to perform the Services shall have access to COUNTY Confidential Materials.

E. The provisions of this Section 42 shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF the COUNTY and CONSULTANT have caused this amendment to be executed by its duly authorized officer(s) as of the date first above written.

COUNTY OF LOS ANGELES

KH CONSULTING GROUP

By _____

DAVID E. JANSSEN
Chief Administrative Officer

By _____

KH Consulting Group represents and warrants that the signatory to the Agreement is fully authorized to obligate KH Consulting Group hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer and Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

7/19/01
contrkh3.a

AMENDMENT NO. 1

AGREEMENT FOR CONSULTANT SERVICES

This Amendment is entered into on _____ between the County of Los Angeles ("COUNTY") and Watson Wyatt & Company ("CONSULTANT") to amend the Agreement between the parties dated September 1, 1998 as follows:

1. Section 1 of the Agreement, "Term," is amended to read as follows:

1. **TERM**

This Agreement shall commence on the later of September 1, 1998 or the date the Agreement is executed by the parties and shall continue in full force and effect for four years; provided, however, that the Agreement may be extended for one additional year subject to mutual agreement between the parties and approval by said Los Angeles County Board of Supervisors.

2. A new Section 36 entitled "LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES" is added to the Agreement to read as follows:

36. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

CONSULTANT shall obtain and maintain in effect during the term of this Agreement any licenses, permits, registrations, accreditations, and certificates required by any federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to CONSULTANT's services under this Agreement. CONSULTANT further warrants and represents that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are

applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to COUNTY's Contract Manager.

3. A new Section 37 entitled "CONSULTANT RESPONSIBILITY AND DEBARMENT" is added to the Agreement to read as follows:

37. CONSULTANT RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.

B. CONSULTANT is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONSULTANT on this or other contracts which indicates that CONSULTANT is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar CONSULTANT from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts CONSULTANT may have with COUNTY.

C. COUNTY may debar CONSULTANT if COUNTY's Board of Supervisors finds, in its discretion, that CONSULTANT has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on CONSULTANT's quality, fitness or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same,

(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

D. If there is evidence that CONSULTANT may be subject to debarment, COUNTY's Chief Information Office and/or COUNTY's Internal Services Department will notify CONSULTANT in writing of the evidence which is the basis for the proposed debarment and will advise CONSULTANT of the scheduled date for a debarment hearing before COUNTY's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONSULTANT and/or CONSULTANT's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONSULTANT should be debarred, and if so, the appropriate length of time of the debarment. If CONSULTANT fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONSULTANT may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to COUNTY's Board of Supervisors. COUNTY's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any and all subcontractors of COUNTY contractors.

4. A new Section 38 entitled "NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT" is added to the Agreement to read as follows:

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONSULTANT shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

5. A new Section 39 entitled "CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT" is added to the Agreement to read as follows:

39. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A's Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

6. A new Section 40 entitled "TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" is added to the Agreement to read as follows:

40. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONSULTANT to maintain compliance with the requirements set forth in Section 35 (CONSULTANT's Warranty of Adherence to COUNTY's Child Support Compliance Program) shall constitute a default by CONSULTANT under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which COUNTY's Board of Supervisors may terminate this Agreement pursuant to Section 22 B (Termination for Default).

7. A new Section 41 entitled "COMPLIANCE WITH CIVIL RIGHTS LAWS" is added to the Agreement to read as follows:

41. **COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby represents and warrants that no persons shall, on the grounds of race, creed, color, religion, ancestry, national origin, political affiliation, marital status, sex, age or disability, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

8. A new Section 42 entitled "CONFIDENTIALITY" is added to the Agreement to read as follows:

42. CONFIDENTIALITY

A. Notwithstanding any provision to the contrary, CONTRACTOR acknowledges and agrees that the following materials, documents, data, and other information are deemed to be privileged, proprietary, and/or confidential:

- 1) Workers' Compensation records;
- 2) Medical records;
- 3) Employment records;
- 4) Criminal records;
- 5) Welfare recipient records;
- 6) Data and/or information pertaining to entities and/or persons receiving services from the COUNTY; and
- 7) Any and all reports developed by CONTRACTOR and/or its Subcontractor(s) under this Agreement (collectively, "Confidential Material"). CONTRACTOR shall protect the security of and keep confidential any and all Confidential Material.

B. In accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to confidentiality, CONTRACTOR shall ensure that its agent(s), representative(s), employee(s), and/or Subcontractor(s) do not disseminate any Confidential Material.

C. With respect to Confidential Material concerning any child dependency matter that is obtained by CONTRACTOR, CONTRACTOR shall: (1) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such

information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than COUNTY without COUNTY's prior written authorization that the information is releasable (except for Subcontractors); and (4) at the expiration or termination of this Agreement, return all such information to COUNTY or maintain such information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose.

D. CONTRACTOR warrants and represents that only those CONTRACTOR and/or Subcontractor personnel required to perform the Services shall have access to COUNTY Confidential Materials.

E. The provisions of this Section 42 shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF the COUNTY and CONSULTANT have caused this amendment to be executed by its duly authorized officer(s) as of the date first above written.

COUNTY OF LOS ANGELES

WATSON WYATT & COMPANY

By _____

DAVID E. JANSSEN
Chief Administrative Officer

By _____

Watson Wyatt & Company represents and warrants that the signatory to the Agreement is fully authorized to obligate Watson Wyatt & Company hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer and Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

7/19/01
contrwatson3.a

AMENDMENT NO. 1

AGREEMENT FOR CONSULTANT SERVICES

This Amendment is entered into on _____ between the County of Los Angeles ("COUNTY") and William M. Mercer, Incorporated ("CONSULTANT") to amend the Agreement between the parties dated September 1, 1998 as follows:

1. Section 1 of the Agreement, "Term," is amended to read as follows:

1. **TERM**

This Agreement shall commence on the later of September 1, 1998 or the date the Agreement is executed by the parties and shall continue in full force and effect for four years; provided, however, that the Agreement may be extended for one additional year subject to mutual agreement between the parties and approval by said Los Angeles County Board of Supervisors.

2. A new Section 36 entitled "LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES" is added to the Agreement to read as follows:

36. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES**

CONSULTANT shall obtain and maintain in effect during the term of this Agreement any licenses, permits, registrations, accreditations, and certificates required by any federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to CONSULTANT's services under this Agreement. CONSULTANT further warrants and represents that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are

applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to COUNTY's Contract Manager.

3. A new Section 37 entitled "CONSULTANT RESPONSIBILITY AND DEBARMENT" is added to the Agreement to read as follows:

37. CONSULTANT RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.

B. CONSULTANT is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONSULTANT on this or other contracts which indicates that CONSULTANT is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar CONSULTANT from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts CONSULTANT may have with COUNTY.

C. COUNTY may debar CONSULTANT if COUNTY's Board of Supervisors finds, in its discretion, that CONSULTANT has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on CONSULTANT's quality, fitness or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same,

(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

D. If there is evidence that CONSULTANT may be subject to debarment, COUNTY's Chief Information Office and/or COUNTY's Internal Services Department will notify CONSULTANT in writing of the evidence which is the basis for the proposed debarment and will advise CONSULTANT of the scheduled date for a debarment hearing before COUNTY's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONSULTANT and/or CONSULTANT's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONSULTANT should be debarred, and if so, the appropriate length of time of the debarment. If CONSULTANT fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONSULTANT may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to COUNTY's Board of Supervisors. COUNTY's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any and all subcontractors of COUNTY contractors.

4. A new Section 38 entitled "NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT" is added to the Agreement to read as follows:

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONSULTANT shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

5. A new Section 39 entitled "CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT" is added to the Agreement to read as follows:

39. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A's Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

6. A new Section 40 entitled "TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" is added to the Agreement to read as follows:

40. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONSULTANT to maintain compliance with the requirements set forth in Section 35 (CONSULTANT's Warranty of Adherence to COUNTY's Child Support Compliance Program) shall constitute a default by CONSULTANT under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which COUNTY's Board of Supervisors may terminate this Agreement pursuant to Section 22 B (Termination for Default).

7. A new Section 41 entitled "COMPLIANCE WITH CIVIL RIGHTS LAWS" is added to the Agreement to read as follows:

41. **COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby represents and warrants that no persons shall, on the grounds of race, creed, color, religion, ancestry, national origin, political affiliation, marital status, sex, age or disability, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

8. A new Section 42 entitled "CONFIDENTIALITY" is added to the Agreement to read as follows:

42. **CONFIDENTIALITY**

A. Notwithstanding any provision to the contrary, CONTRACTOR acknowledges and agrees that the following materials, documents, data, and other information are deemed to be privileged, proprietary, and/or confidential:

- 1) Workers' Compensation records;
- 2) Medical records;
- 3) Employment records;
- 4) Criminal records;
- 5) Welfare recipient records;
- 6) Data and/or information pertaining to entities and/or persons receiving services from the COUNTY; and
- 7) Any and all reports developed by CONTRACTOR and/or its Subcontractor(s) under this Agreement (collectively, "Confidential Material"). CONTRACTOR shall protect the security of and keep confidential any and all Confidential Material.

B. In accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to confidentiality, CONTRACTOR shall ensure that its agent(s), representative(s), employee(s), and/or Subcontractor(s) do not disseminate any Confidential Material.

C. With respect to Confidential Material concerning any child dependency matter that is obtained by CONTRACTOR, CONTRACTOR shall: (1) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such

information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than COUNTY without COUNTY's prior written authorization that the information is releasable (except for Subcontractors); and (4) at the expiration or termination of this Agreement, return all such information to COUNTY or maintain such information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose.

D. CONTRACTOR warrants and represents that only those CONTRACTOR and/or Subcontractor personnel required to perform the Services shall have access to COUNTY Confidential Materials.

E. The provisions of this Section 42 shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF the COUNTY and CONSULTANT have caused this amendment to be executed by its duly authorized officer(s) as of the date first above written.

COUNTY OF LOS ANGELES

WILLIAM M. MERCER, INCORPORATED

By _____

DAVID E. JANSSEN
Chief Administrative Officer

By _____

William M. Mercer represents and warrants that the signatory to the Agreement is fully authorized to obligate William M. Mercer, Incorporated hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer and Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

7/19/01
contrwm3.a

AMENDMENT NO. 1

AGREEMENT FOR CONSULTANT SERVICES

This Amendment is entered into on _____ between the County of Los Angeles ("COUNTY") and Milliman USA, Incorporated ("CONSULTANT"), formerly known as Milliman & Robertson, Incorporated, to amend the Agreement between the parties dated September 1, 1998 as follows:

1. Section 1 of the Agreement, "Term," is amended to read as follows:

1. **TERM**

This Agreement shall commence on the later of September 1, 1998 or the date the Agreement is executed by the parties and shall continue in full force and effect for four years; provided, however, that the Agreement may be extended for one additional year subject to mutual agreement between the parties and approval by said Los Angeles County Board of Supervisors.

2. A new Section 36 entitled "LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES" is added to the Agreement to read as follows:

36. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

CONSULTANT shall obtain and maintain in effect during the term of this Agreement any licenses, permits, registrations, accreditations, and certificates required by any federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to CONSULTANT's services under this Agreement. CONSULTANT further warrants and represents that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this

Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to COUNTY's Contract Manager.

3. A new Section 37 entitled "CONSULTANT RESPONSIBILITY AND DEBARMENT" is added to the Agreement to read as follows:

37. CONSULTANT RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.

B. CONSULTANT is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONSULTANT on this or other contracts which indicates that CONSULTANT is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar CONSULTANT from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts CONSULTANT may have with COUNTY.

C. COUNTY may debar CONSULTANT if COUNTY's Board of Supervisors finds, in its discretion, that CONSULTANT has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on CONSULTANT's quality, fitness or capacity to perform a contract with COUNTY or any

other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

D. If there is evidence that CONSULTANT may be subject to debarment, COUNTY's Chief Information Office and/or COUNTY's Internal Services Department will notify CONSULTANT in writing of the evidence which is the basis for the proposed debarment and will advise CONSULTANT of the scheduled date for a debarment hearing before COUNTY's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONSULTANT and/or CONSULTANT's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONSULTANT should be debarred, and if so, the appropriate length of time of the debarment. If CONSULTANT fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONSULTANT may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to COUNTY's Board of Supervisors. COUNTY's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any and all subcontractors of COUNTY contractors.

4. A new Section 38 entitled "NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT" is added to the Agreement to read as follows:

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONSULTANT shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

5. A new Section 39 entitled "CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT" is added to the Agreement to read as follows:

39. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A's Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

6. A new Section 40 entitled "TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" is added to the Agreement to read as follows:

40. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONSULTANT to maintain compliance with the requirements set forth in Section 35 (CONSULTANT's Warranty of Adherence to COUNTY's Child Support Compliance Program) shall constitute a default by CONSULTANT under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which COUNTY's Board of Supervisors may terminate this Agreement pursuant to Section 22 B (Termination for Default).

7. A new Section 41 entitled "COMPLIANCE WITH CIVIL RIGHTS LAWS" is added to the Agreement to read as follows:

41. **COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby represents and warrants that no persons shall, on the grounds of race, creed, color, religion, ancestry, national origin, political affiliation, marital status, sex, age or disability, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

8. A new Section 42 entitled "CONFIDENTIALITY" is added to the Agreement to read as follows:

42. **CONFIDENTIALITY**

A. Notwithstanding any provision to the contrary, CONTRACTOR acknowledges and agrees that the following materials, documents, data, and other information are deemed to be privileged, proprietary, and/or confidential:

- 1) Workers' Compensation records;
- 2) Medical records;
- 3) Employment records;
- 4) Criminal records;
- 5) Welfare recipient records;
- 6) Data and/or information pertaining to entities and/or persons receiving services from the COUNTY; and
- 7) Any and all reports developed by CONTRACTOR and/or its Subcontractor(s) under this Agreement (collectively, "Confidential Material"). CONTRACTOR shall protect the security of and keep confidential any and all Confidential Material.

B. In accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to confidentiality, CONTRACTOR shall ensure that its agent(s), representative(s), employee(s), and/or Subcontractor(s) do not disseminate any Confidential Material.

C. With respect to Confidential Material concerning any child dependency matter that is obtained by CONTRACTOR, CONTRACTOR shall: (1) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such

information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than COUNTY without COUNTY's prior written authorization that the information is releasable (except for Subcontractors); and (4) at the expiration or termination of this Agreement, return all such information to COUNTY or maintain such information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose.

D. CONTRACTOR warrants and represents that only those CONTRACTOR and/or Subcontractor personnel required to perform the Services shall have access to COUNTY Confidential Materials.

E. The provisions of this Section 42 shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF the COUNTY and CONSULTANT have caused this amendment to be executed by its duly authorized officer(s) as of the date first above written.

COUNTY OF LOS ANGELES

MILLIMAN USA, INCORPORATED

By _____

DAVID E. JANSSEN
Chief Administrative Officer

By _____

Milliman USA represents and warrants that the signatory to the Agreement is fully authorized to obligate Milliman USA hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer and Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

7/19/01
contrmilliman3.a